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9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 TIMOTHY DALTON VAUGHN, *et al.*,

16 Defendants.

No. CR 19-71-ODW-1

PLEA AGREEMENT FOR DEFENDANT
TIMOTHY DALTON VAUGHN

17
18 1. This constitutes the plea agreement between TIMOTHY DALTON
19 VAUGHN ("defendant") and the United States Attorney's Office for the
20 Central District of California (the "USAO") in the above-captioned
21 case. This agreement is limited to the USAO and cannot bind any
22 other federal, state, local, or foreign prosecuting, enforcement,
23 administrative, or regulatory authorities.

24 DEFENDANT'S OBLIGATIONS

25 2. Defendant agrees to:

26 a. Give up the right to indictment by a grand jury and,
27 at the earliest opportunity requested by the USAO and provided by the
28 Court, appear and plead guilty to a one-count information in the form

1 attached to this agreement as Exhibit A or a substantially similar
2 form, which charges defendant with Possession of Child Pornography,
3 in violation 18 U.S.C. § 2252A(a)(5)(B) (the "Information"); and
4 appear and plead guilty to counts one and ten of the indictment in
5 United States v. Timothy Dalton Vaughn, et al., CR No. 19-71-ODW (the
6 "Indictment"), which charge defendant with Conspiracy to Convey
7 Threats to Injure in Interstate Commerce, Convey False Information
8 Concerning Use of an Explosive Device, and Intentionally Damage a
9 Computer by Knowing Transmission, in violation of 18 U.S.C. § 371;
10 and Intentionally Damaging a Computer by Knowing Transmission, in
11 violation of 18 U.S.C. § 1030(a)(5)(A).

12 b. Not contest facts agreed to in this agreement.

13 c. Abide by all agreements regarding sentencing contained
14 in this agreement.

15 d. Appear for all court appearances, surrender as ordered
16 for service of sentence, obey all conditions of any bond, and obey
17 any other ongoing court order in this matter.

18 e. Not commit any crime; however, offenses that would be
19 excluded for sentencing purposes under United States Sentencing
20 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not
21 within the scope of this agreement.

22 f. Be truthful at all times with the United States
23 Probation and Pretrial Services Office and the Court.

24 g. Pay the applicable special assessments at or before
25 the time of sentencing unless defendant lacks the ability to pay and
26 prior to sentencing submits a completed financial statement on a form
27 to be provided by the USAO.

1 h. Agree to and not oppose the imposition of the
2 following conditions of probation or supervised release:

3 i. Defendant shall possess and use only those
4 Digital Devices and Internet Accounts that have been disclosed to,
5 and approved by, the United States Probation and Pretrial Services
6 Offices upon commencement of supervision. Any changes or additions
7 to Digital Devices or Internet Accounts are to be disclosed to, and
8 approved by, the Probation Officer prior to the first use of same.
9 Disclosure shall include both user names and passwords for all
10 Digital Devices and Internet Accounts. Digital Devices include, but
11 are not limited to, personal computers, tablet computers such as
12 iPads, mobile/cellular telephones, personal data assistants, digital
13 storage media, devices or media which provide access to electronic
14 games, devices that can access or can be modified to access the
15 Internet, as well as any of their peripheral equipment. Internet
16 Accounts include, but are not limited to, email accounts, social
17 media accounts, electronic bulletin boards, or other account on the
18 Internet.

19 ii. After the Probation Officer has given defendant
20 approval to use a particular Digital Device or Internet Account,
21 defendant need not notify the Probation Officer about subsequent use
22 of that particular Digital Device or Internet Account. Defendant
23 shall, however, notify his Probation Officer of any additions to,
24 removals from, or other modifications of the hardware or software on
25 any Digital Device or Internet Account that defendant causes to
26 occur, within one week of that addition, removal or modification.
27 The defendant shall not hide or encrypt files or data without
28 specific prior approval from the Probation Officer.

1 iii. Defendant shall provide the Probation Officer
2 with all billing records for any service or good relating to any
3 Digital Device or Internet Account, including those for cellular
4 telephone, cable, Internet and satellite services, as requested by
5 the Probation Officer, so that the Probation Officer can verify
6 compliance with these requirements.

7 iv. Defendant consents to search at any time of the
8 day or night, with or without a search warrant, warrant of arrest,
9 probable cause, or reasonable suspicion by any probation officer or
10 law enforcement officer -- and waives any right to object to any
11 search and seizure -- of any Digital Device or Internet Account used
12 by defendant.

13 v. Defendant shall comply with the rules and
14 regulations of the Computer Monitoring Program. Defendant shall pay
15 the cost of the Computer Monitoring Program, in an amount not exceed
16 \$32 per month per device connected to the internet.

17 vi. Defendant shall not possess, or attempt to
18 possess, any materials, whether in hard copy, digital, electronic, or
19 any other form, that depict sexually explicit and/or nude images of
20 victims Au.So., Al.Sa., L.P., and C.M. (the "Victims") and/or that
21 contain personal identifying information, including any access
22 devices and bank/credit card account numbers, of the Victims.

23 vii. Defendant shall not knowingly contact, or attempt
24 to contact, the Victims, or their families, including but not limited
25 to their parents, siblings, other relatives, any spouse or
26 significant other with whom victims may share an intimate
27 relationship, and any children of the Victims (all whether existing
28 now or during the pendency of any term of supervised release, and

1 collectively the "Victims' Families"), directly or indirectly by any
2 means, including but not limited to in person, by mail, telephone,
3 email, text message, or other electronic means, or through a third
4 party;

5 viii. Defendant shall not attempt to locate the
6 Victims or the Victims' Families, or attempt to obtain information
7 concerning the whereabouts, phone numbers, email addresses, or other
8 personal identifiers of the Victims or the Victims' Families;

9 ix. Sex Offender Registration. Defendant shall
10 register as a sex offender, and keep the registration current, in
11 each jurisdiction where defendant resides, where defendant is an
12 employee, and where defendant is a student, to the extent the
13 registration procedures have been established in each jurisdiction.
14 When registering for the first time, defendant shall also register in
15 the jurisdiction in which the conviction occurred if different from
16 defendant's jurisdiction of residence. Defendant shall provide proof
17 of registration to the Probation Officer within three days of
18 defendant's placement on probation/release from imprisonment.

19 x. Counseling. Defendant shall participate in a
20 psychological counseling and/or psychiatric treatment and/or a sex
21 offender treatment program, which may include inpatient treatment
22 upon order of the Court, as approved and directed by the Probation
23 Officer. Defendant shall abide by all rules, requirements, and
24 conditions of such program, including submission to risk assessment
25 evaluations and physiological testing, such as polygraph and Abel
26 testing, but the defendant retains the right to invoke the Fifth
27 Amendment. The Probation Officer shall disclose the presentence
28

1 report and/or any previous mental health evaluations or reports to
2 the treatment provider.

3 xi. As directed by the Probation Officer, defendant
4 shall pay all or part of the costs of treating defendant's
5 psychological/psychiatric disorder(s) to the aftercare contractor
6 during the period of community supervision, pursuant to 18 U.S.C.
7 § 3672. Defendant shall provide payment and proof of payment as
8 directed by the Probation Officer.

9 xii. Access to Materials. Defendant shall not view or
10 possess any materials, including pictures, photographs, books,
11 writings, drawings, videos, or video games, depicting and/or
12 describing child pornography, as defined in 18 U.S.C. § 2256(8), or
13 sexually explicit conduct depicting minors, as defined at 18 U.S.C.
14 § 2256(2). The defendant shall not possess or view any materials
15 such as videos, magazines, photographs, computer images or other
16 matter that depicts "actual sexually explicit conduct" involving
17 adults as defined by 18 U.S.C. § 2257(h)(1). This condition does not
18 prohibit defendant from possessing materials solely because they are
19 necessary to, and used for, a collateral attack, nor does it prohibit
20 defendant from possessing materials prepared and used for the
21 purposes of defendant's Court-mandated sex offender treatment, when
22 defendant's treatment provider or the probation officer has approved
23 of defendant's possession of the materials in advance.

24 xiii. Contact with Others. Defendant shall not
25 contact the Victims by any means, including in person, by mail or
26 electronic means, or via third parties. Further, defendant shall
27 remain at least 100 yards from the Victims at all times. If any
28

1 contact occurs, defendant shall immediately leave the area of contact
2 and report the contact to the Probation Officer.

3 xiv. Defendant shall not associate or have verbal,
4 written, telephonic, or electronic communication with any person
5 under the age of 18, except: (a) in the presence of the parent or
6 legal guardian of said minor; and (b) on the condition that defendant
7 notifies said parent or legal guardian of defendant's conviction in
8 the instant offense/prior offense. This provision does not encompass
9 persons under the age of 18, such as waiters, cashiers, ticket
10 vendors, etc., with whom defendant must interact in order to obtain
11 ordinary and usual commercial services.

12 xv. Defendant shall not frequent, or loiter, within
13 100 feet of school yards, parks, public swimming pools, playgrounds,
14 youth centers, video arcade facilities, or other places primarily
15 used by persons under the age of 18.

16 xvi. Defendant shall not affiliate with, own, control,
17 volunteer or be employed in any capacity by a business or
18 organization that causes defendant to regularly contact persons under
19 the age of 18.

20 xvii. Defendant shall not affiliate with, own,
21 control, or be employed in any capacity by a business whose principal
22 product is the production or selling of materials depicting or
23 describing "sexually explicit conduct," as defined at 18 U.S.C.
24 § 2256(2).

25 xviii. Defendant shall not own, use or have access
26 to the services of any commercial mail-receiving agency, nor shall
27 defendant open or maintain a post office box, without the prior
28 written approval of the Probation Officer.

1 xix. Employment. Defendant's employment shall be
2 approved by the Probation Officer, and any change in employment must
3 be pre-approved by the Probation Officer. Defendant shall submit the
4 name and address of the proposed employer to the Probation Officer at
5 least ten days prior to any scheduled change.

6 xx. Residence. Defendant shall not reside within
7 direct view of school yards, parks, public swimming pools,
8 playgrounds, youth centers, video arcade facilities, or other places
9 primarily used by persons under the age of 18. Defendant's residence
10 shall be approved by the Probation Officer, and any change in
11 residence must be pre-approved by the Probation Officer. Defendant
12 shall submit the address of the proposed residence to the Probation
13 Officer at least ten days prior to any scheduled move.

14 xxi. Search. Defendant shall submit defendant's
15 person, and any property, house, residence, vehicle, papers,
16 computer, other electronic communication or data storage devices or
17 media, and effects to search at any time, with or without warrant, by
18 any law enforcement or Probation Officer with reasonable suspicion
19 concerning a violation of a condition of probation/supervised release
20 or unlawful conduct by defendant, and by any Probation Officer in the
21 lawful discharge of the officer's supervision function.

22 i. Not seek the discharge of any restitution obligation,
23 in whole or in part, in any present or future bankruptcy proceeding.

24 THE USAO'S OBLIGATIONS

25 3. The USAO agrees to:

26 a. Not contest facts agreed to in this agreement.

27 b. Abide by all agreements regarding sentencing contained
28 in this agreement.

1 c. At the time of sentencing, move to dismiss the
2 remaining counts of the Indictment as against defendant. Defendant
3 agrees, however, that at the time of sentencing the Court may
4 consider any dismissed charges in determining the applicable
5 Sentencing Guidelines range, the propriety and extent of any
6 departure from that range, and the sentence to be imposed.

7 d. At the time of sentencing, provided that defendant
8 demonstrates an acceptance of responsibility for the offenses up to
9 and including the time of sentencing, recommend a two-level reduction
10 in the applicable Sentencing Guidelines offense level, pursuant to
11 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
12 additional one-level reduction if available under that section.

13 e. Not seek a sentence of imprisonment above the mid-
14 point of the applicable Sentencing Guidelines range, provided that
15 the offense level used by the Court to determine that range is 28 or
16 higher and provided that the Court does not depart downward in
17 offense level or criminal history category. For purposes of this
18 agreement, the mid-point of the Sentencing Guidelines range is that
19 defined by the Sentencing Table in U.S.S.G. Chapter 5, Part A.

20 NATURE OF THE OFFENSES

21 4. Defendant understands that for defendant to be guilty of
22 the crime charged in count one of the Indictment, that is, Conspiracy
23 to Convey Threats to Injure in Interstate Commerce, Convey False
24 Information Concerning Use of an Explosive Device, and Intentionally
25 Damage a Computer by Knowing Transmission, in violation of Title 18,
26 United States Code, Section 371, the following must be true:

27 (a) beginning on or about and ending on or about the dates charged in
28 the Indictment, there was an agreement between two or more persons to

1 commit at least one crime as charged in the Indictment; (b) defendant
2 became a member of the conspiracy knowing of at least one of its
3 objects and intending to help accomplish it; and (c) one of the
4 members of the conspiracy performed at least one overt act for the
5 purpose of carrying out the conspiracy.

6 5. Defendant understands that for defendant to be guilty of
7 the crime charged in count ten of the Indictment, that is,
8 Intentionally Damaging a Protected Computer by Knowing Transmission,
9 in violation of Title 18, United States Code, Sections 1030(a)(5)(A)
10 and (c)(4)(A)(i)(I), the following must be true: (a) defendant
11 knowingly caused the transmission of a program/code/command/
12 information to a computer; (b) as a result of the transmission, the
13 defendant intentionally impaired without authorization the
14 integrity/availability of data/a program/a system/information; and
15 (c) the computer was used in or affected interstate or foreign
16 commerce or communication. In doing so, defendant caused loss to one
17 or more persons during any one-year period of at least \$5,000 in
18 value.

19 6. Defendant understands that for defendant to be guilty of
20 the crime charged in the sole count of the Information, that is,
21 Possession of Child Pornography, in violation of Title 18, United
22 States Code, Section 2252A(a)(5)(B), the following must be true:
23 (a) defendant knowingly possessed matters which defendant knew
24 contained a visual depiction of a minor engaged in sexually explicit
25 conduct; (b) defendant knew the visual depiction contained in the
26 matters showed a minor engaged in sexually explicit conduct;
27 (c) defendant knew that production of such a visual depiction
28 involved use of a minor in sexually explicit conduct; and (d) the

1 visual depiction had been either: (a) mailed/shipped/transported in
2 or affecting interstate or foreign commerce, or (b) produced using
3 material that had been mailed/shipped/transported in or affecting
4 interstate or foreign commerce by any means including by computer.

5 7. Defendant understands that for defendant to be subject to
6 the statutory maximum sentence set forth in paragraph 10 below, the
7 government must prove beyond a reasonable doubt that defendant
8 possessed an image of child pornography that involved a prepubescent
9 minor or a minor who had not attained 12 years of age, as alleged in
10 the sole count of the Information, pursuant to Title 18, United
11 States Code, Sections 2252A(a)(5)(A) and (b)(2). Defendant admits
12 that defendant, in fact, possessed an image of child pornography that
13 involved a prepubescent minor or a minor who had not attained 12
14 years of age, as described in the sole count of the Information.

15 PENALTIES

16 8. Defendant understands that the statutory maximum sentence
17 that the Court can impose for a violation of Title 18, United States
18 Code, Section 371, is: five years' imprisonment; a three-year period
19 of supervised release; a fine of \$250,000 or twice the gross gain or
20 gross loss resulting from the offense, whichever is greatest; and a
21 mandatory special assessment of \$100.

22 9. Defendant understands that the statutory maximum sentence
23 that the Court can impose for a violation of Title 18, United States
24 Code, Sections 1030(a)(5)(A) and (c)(4)(B)(i), is: ten years'
25 imprisonment; a three-year period of supervised release; a fine of
26 \$250,000 or twice the gross gain or gross loss resulting from the
27 offense, whichever is greatest; and a mandatory special assessment of
28 \$100.

1 10. Defendant understands that the statutory maximum sentence
2 that the Court can impose for a violation of Title 18, United States
3 Code, Sections 2252A(a)(5)(A) and (b)(2), is: 20 years' imprisonment;
4 a three-year period of supervised release; a fine of \$250,000 or
5 twice the gross gain or gross loss resulting from the offense,
6 whichever is greatest; and a mandatory special assessment of \$100.

7 11. Defendant understands, therefore, that the total maximum
8 sentence for all offenses to which defendant is pleading guilty is:
9 35 years' imprisonment; a lifetime period of supervised release; a
10 fine of \$750,000 or twice the gross gain or gross loss resulting from
11 the offenses, whichever is greatest; and a mandatory special
12 assessment of \$300.

13 12. Defendant understands that defendant will be required to
14 pay full restitution to the victim(s) of the offenses to which
15 defendant is pleading guilty. Defendant agrees that, in return for
16 the USAO's compliance with its obligations under this agreement, the
17 Court may order restitution to persons other than the victim(s) of
18 the offenses to which defendant is pleading guilty and in amounts
19 greater than those alleged in the counts to which defendant is
20 pleading guilty. In particular, defendant agrees that the Court may
21 order restitution to any victim of any of the following for any
22 losses suffered by that victim as a result: (a) any relevant conduct,
23 as defined in U.S.S.G. § 1B1.3, in connection with the offenses to
24 which defendant is pleading guilty; and (b) any counts dismissed
25 pursuant to this agreement as well as all relevant conduct, as
26 defined in U.S.S.G. § 1B1.3, in connection with those counts. The
27 parties currently believe that the applicable amount of restitution
28 is approximately \$6,463, but recognize and agree that this amount

1 does not include the losses suffered by the recipients of the threat
2 and hoax emails described in paragraph 18 below and could change
3 based on facts that come to the attention of the parties prior to
4 sentencing.

5 13. Defendant understands that, pursuant to the Justice for
6 Victims of Trafficking Act of 2015, the Court shall impose an
7 additional \$5,000 special assessment if the Court concludes that
8 defendant is a non-indigent person, to be paid after defendant's
9 other financial obligations have been satisfied.

10 14. Defendant understands that supervised release is a period
11 of time following imprisonment during which defendant will be subject
12 to various restrictions and requirements. Defendant understands that
13 if defendant violates one or more of the conditions of any supervised
14 release imposed, defendant may be returned to prison for all or part
15 of the term of supervised release authorized by statute for the
16 offense that resulted in the term of supervised release, which could
17 result in defendant serving a total term of imprisonment greater than
18 the statutory maximum stated above.

19 15. Defendant understands that as a condition of supervised
20 release, under Title 18, United States Code, Section 3583(d),
21 defendant will be required to register as a sex offender. Defendant
22 understands that independent of supervised release, he will be
23 subject to federal and state registration requirements, for a
24 possible maximum term of registration up to and including life.
25 Defendant further understands that, under Title 18, United States
26 Code, Section 4042(c), notice will be provided to certain law
27 enforcement agencies upon his release from confinement following
28 conviction.

1 16. Defendant understands that, by pleading guilty, defendant
2 may be giving up valuable government benefits and valuable civic
3 rights, such as the right to vote, the right to possess a firearm,
4 the right to hold office, and the right to serve on a jury.
5 Defendant understands that once the court accepts defendant's guilty
6 plea, it will be a federal felony for defendant to possess a firearm
7 or ammunition. Defendant understands that the conviction in this
8 case may also subject defendant to various other collateral
9 consequences, including but not limited to revocation of probation,
10 parole, or supervised release in another case and suspension or
11 revocation of a professional license. Defendant understands that
12 unanticipated collateral consequences will not serve as grounds to
13 withdraw defendant's guilty plea.

14 17. Defendant understands that, if defendant is not a United
15 States citizen, the felony conviction in this case may subject
16 defendant to: removal, also known as deportation, which may, under
17 some circumstances, be mandatory; denial of citizenship; and denial
18 of admission to the United States in the future. The court cannot,
19 and defendant's attorney also may not be able to, advise defendant
20 fully regarding the immigration consequences of the felony conviction
21 in this case. Defendant understands that unexpected immigration
22 consequences will not serve as grounds to withdraw defendant's guilty
23 plea.

24 FACTUAL BASIS

25 18. Defendant admits that defendant is, in fact, guilty of the
26 offenses to which defendant is agreeing to plead guilty. Defendant
27 and the USAO agree to the statement of facts provided below and agree
28 that this statement of facts is sufficient to support pleas of guilty

1 to the charges described in this agreement and to establish the
2 Sentencing Guidelines factors set forth in paragraph 20 below but is
3 not meant to be a complete recitation of all facts relevant to the
4 underlying criminal conduct or all facts known to either party that
5 relate to that conduct.

6 Beginning in January 2018 and continuing through August 31,
7 2018, defendant conspired with co-defendant George Duke-Cohan ("Duke-
8 Cohan") and others to cause substantial disruption of public and
9 business functions and services by sending school shooting and mass
10 violence threats to schools and school districts in the United States
11 ("U.S.") and the United Kingdom ("U.K."), conveying hoax bomb threats
12 to those schools and school districts, falsely reporting the
13 hijacking of an international flight, and intentionally damaging
14 computers of businesses and schools including conducting distributed
15 denial of service ("DDoS") attacks and defacing websites.

16 In furtherance of the conspiracy, and by way of example,
17 defendant obtained the email addresses of superintendents and other
18 personnel of schools in the U.S. and saved them on his computer in
19 text files named, for example, "3.4mill.txt" and "sorted3.4mil.txt."
20 Defendant provided the emails of the superintendents and other
21 personnel of at least 86 schools and school districts in the U.S.
22 that reported receiving threats (the "School Victims") -- including
23 numerous schools and school districts in the Central District of
24 California -- to Duke-Cohan so that victim schools and school
25 districts in the U.S. and U.K. would be included on the recipient
26 list of the following threat emails: (1) the April 8 and 9, 2018
27 series of emails threatening that a bullied student was coming to
28 school with three bombs and a .22-caliber handgun to shoot any staff

1 or student member; (2) the April 12 and 13, 2018 series of emails
2 threatening that a student with two bombs made of ammonium
3 nitrate/fuel oil ("ANFO") would go to school and set off the bombs;
4 (3) the May 7 and 8, 2018 series of emails threatening that three
5 bombs placed under school transport vehicles and one in the school
6 would explode unless \$5,000 was paid; and (4) the June 26, 2018
7 series of emails threatening that two rocket-propelled grenade
8 ("RPG") heads placed under two school buses and four land mines
9 placed on the sports field and around its entrance would detonate
10 unless school was cancelled. On April 12, 2018, Duke-Cohan ordered
11 defendant in writing: "[G]o get a fuck ton of US school emails! ONLY
12 US schools this time. Nothing else. UNDERSTAND THAT. NOTHING
13 ELSE," to which defendant replied, "will do."

14 Also in furtherance of the conspiracy, on August 9, 2018,
15 defendant assisted Duke-Cohan with falsely reporting the hijacking of
16 United Airlines flight 949 ("UAL 949") to San Francisco International
17 Airport's ("SFO's") Operations and the San Francisco Police
18 Department's Airport Bureau while UAL 949 was mid-flight from London
19 to SFO. Defendant claimed to have a copy of the flight manifest for
20 UAL 949 and instructed Duke-Cohan to report that he was "Michael
21 Sanchez," the father of "Alexa Sanchez," one of the passengers on UAL
22 949 who purportedly had called her father to report that four men
23 with weapons and explosives had hijacked the plane and had forced the
24 passengers to the back of the plane. United Airlines estimates its
25 cost for the false hijacking report to be approximately \$6,463,
26 including costs for fuel, crew, station operations, maintenance, and
27 approximately 44 missed baggage connections.

1 On January 14, 2018, defendant sent an email to Hoonigan, a
2 motor sports racing company located in Long Beach which sells
3 merchandise on its website, hoonigan.com, and demanded 1.5 Bitcoin
4 (then worth approximately \$20,000) within 24 hours to stop DDoS
5 attacks on Hoonigan's website. When Hoonigan did not pay defendant,
6 on January 15, 2018, he caused a DDoS attack on hoonigan.com by
7 knowingly causing the transmission of codes and commands to the
8 server hosting hoonigan.com located in Los Angeles, and intentionally
9 impairing its integrity and availability.

10 Defendant knowingly possessed a computer which defendant knew
11 contained visual depictions of minors engaged in sexually explicit
12 conduct. Defendant knew the visual depictions contained on the
13 computer showed minors engaged in sexually explicit conduct.
14 Defendant knew that the production of such visual depictions involved
15 use of minors in sexually explicit conduct. In addition, each visual
16 depiction had been produced using material that had been mailed,
17 shipped, or transported in or affecting interstate or foreign
18 commerce by any means, including by computer.

19 Specifically, beginning on an unknown date and continuing
20 through April 17, 2018, defendant possessed in his desktop computer a
21 Seagate hard drive with serial number 9VT0W682 (the "hard drive"),
22 which defendant knew contained approximately 121 child pornography
23 images and 72 child pornography videos, each depicting minors engaged
24 in sexually explicit conduct. The child pornography on the hard
25 drive included the following: an approximately two-minute-long video
26 named "_Pthc__-_2_yo_stab_anal_vagina.mp4," which depicts a nude
27 toddler lying on her back being digitally penetrated in her anus by
28 an adult male; an approximately three-and-a-half-minute-long video

1 named "(JM) Updated-2017 Anal 8yo German Girl with daddy (Mix 288p
 2 and 1080p + Sub).mp4," which depicts a nude prepubescent girl who
 3 appears to be approximately eight years old lying on her back being
 4 penetrated in her anus by an adult male penis; and an image named
 5 "151317179810.jpg," which depicts a 13-year-old victim with the
 6 initials Au.So. using her fingers to spread open her vagina.
 7 Defendant received this and other child pornography videos and images
 8 over the internet on his computer, a means or facility of interstate
 9 and foreign commerce.

10 SENTENCING FACTORS

11 19. Defendant understands that in determining defendant's
 12 sentence the Court is required to calculate the applicable Sentencing
 13 Guidelines range and to consider that range, possible departures
 14 under the Sentencing Guidelines, and the other sentencing factors set
 15 forth in 18 U.S.C. § 3553(a). Defendant understands that the
 16 Sentencing Guidelines are advisory only, that defendant cannot have
 17 any expectation of receiving a sentence within the calculated
 18 Sentencing Guidelines range, and that after considering the
 19 Sentencing Guidelines and the other § 3553(a) factors, the Court will
 20 be free to exercise its discretion to impose any sentence it finds
 21 appropriate up to the maximum set by statute for the crimes of
 22 conviction.

23 20. Defendant and the USAO agree to the following applicable
 24 Sentencing Guidelines factors:

26 Conspiracy

27 Base Offense Level: 12 [U.S.S.G. § 2A6.1(a)]

1	More than Two Threats:	+2	[U.S.S.G. § 2A6.1(b)(2)(A)]
2	Substantial Disruption to	+4	[U.S.S.G. § 2A6.1(b)(4)(A)]
3	Public Services:		

4	Total:	<u>18</u>	
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5 Intentionally Damaging by Knowing Transmission

6	Base Offense Level:	6	[U.S.S.G. § 2B1.1(a)(2)]
7	Sophisticated Means:	+2	[U.S.S.G. § 2B1.1(b)(10)]
8	1030(a)(5)(A) Conviction:	+4	[U.S.S.G. § 2B1.1(b)(19)(A)(ii)]

9	Total:	<u>12</u>	
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10 Possession of Child Pornography

11	Base Offense Level:	18	[U.S.S.G. § 2G2.2(a)(1)]
12	Prepubescent Minor:	+2	[U.S.S.G. § 2G2.2(b)(2)]
13	Exploitation of	+4	[U.S.S.G. § 2G2.2(b)(4)]
14	Infant/Toddler:		
15	Use of Computer:	+2	[U.S.S.G. § 2G2.2(b)(6)]
16	600 or More Images:	+5	[U.S.S.G. § 2G2.2(b)(7)(D)]

17	Total:	<u>31</u>	
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18	Total Offense Level:	31	[U.S.S.G. § 3D1.4]
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19 Defendant and the USAO reserve the right to argue that additional
20 specific offense characteristics, adjustments, and departures under
21 the Sentencing Guidelines are appropriate.

22 21. Defendant understands that there is no agreement as to
23 defendant's criminal history or criminal history category.

24 22. Defendant and the USAO reserve the right to argue for a
25 sentence outside the sentencing range established by the Sentencing
26 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),
27 (a)(2), (a)(3), (a)(6), and (a)(7).
28

WAIVER OF CONSTITUTIONAL RIGHTS

23. Defendant understands that by pleading guilty, defendant gives up the following rights:

a. The right to persist in a plea of not guilty.

b. The right to a speedy and public trial by jury.

c. The right to be represented by counsel -- and if necessary have the court appoint counsel -- at trial. Defendant understands, however, that, defendant retains the right to be represented by counsel -- and if necessary have the court appoint counsel -- at every other stage of the proceeding.

d. The right to be presumed innocent and to have the burden of proof placed on the government to prove defendant guilty beyond a reasonable doubt.

e. The right to confront and cross-examine witnesses against defendant.

f. The right to testify and to present evidence in opposition to the charges, including the right to compel the attendance of witnesses to testify.

g. The right not to be compelled to testify, and, if defendant chose not to testify or present evidence, to have that choice not be used against defendant.

h. Any and all rights to pursue any affirmative defenses, Fourth Amendment or Fifth Amendment claims, and other pretrial motions that have been filed or could be filed.

24. Having been fully advised by defendant's attorney regarding the requirements of venue with respect to the offenses to which defendant is pleading guilty, to the extent the offenses to which defendant is pleading guilty were committed, begun, or completed

1 outside the Central District of California, defendant knowingly,
2 voluntarily, and intelligently waives, relinquishes, and gives up:
3 (a) any right that defendant might have to be prosecuted only in the
4 district where the offenses to which defendant is pleading guilty
5 were committed, begun, or completed; and (b) any defense, claim, or
6 argument defendant could raise or assert based upon lack of venue
7 with respect to the offenses to which defendant is pleading guilty.

8 25. Understanding that the government has in its possession
9 digital devices and/or digital media seized from defendant, defendant
10 waives any right to the return of digital data contained on those
11 digital devices and/or digital media and agrees that if any of these
12 digital devices and/or digital media are returned to defendant, the
13 government may delete all digital data from those digital devices
14 and/or digital media before they are returned to defendant.

15 WAIVER OF APPEAL OF CONVICTION

16 26. Defendant understands that, with the exception of an appeal
17 based on a claim that defendant's guilty pleas were involuntary, by
18 pleading guilty defendant is waiving and giving up any right to
19 appeal defendant's convictions on the offenses to which defendant is
20 pleading guilty. Defendant understands that this waiver includes,
21 but is not limited to, arguments that the statutes to which defendant
22 is pleading guilty are unconstitutional, and any and all claims that
23 the statement of facts provided herein is insufficient to support
24 defendant's pleas of guilty.

25 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

26 27. Defendant agrees that, provided the Court imposes a term of
27 imprisonment within or below the range corresponding to an offense
28 level of 28 and the criminal history category calculated by the

1 Court, defendant gives up the right to appeal all of the following:
2 (a) the procedures and calculations used to determine and impose any
3 portion of the sentence; (b) the term of imprisonment imposed by the
4 Court; (c) the fine imposed by the court, provided it is within the
5 statutory maximum; (d) to the extent permitted by law, the
6 constitutionality or legality of defendant's sentence, provided it is
7 within the statutory maximum; (e) the amount and terms of any
8 restitution order, provided it requires payment of no more than
9 \$6,463; (f) the term of probation or supervised release imposed by
10 the Court, provided it is within the statutory maximum; and (g) any
11 of the following conditions of probation or supervised release
12 imposed by the Court: the conditions set forth in General Order 18-10
13 of this Court; the drug testing conditions mandated by 18 U.S.C.
14 §§ 3563(a)(5) and 3583(d); the alcohol and drug use conditions
15 authorized by 18 U.S.C. § 3563(b)(7); and any conditions of probation
16 or supervised release agreed to by defendant in paragraph 2 above.

17 28. The USAO agrees that, provided (a) all portions of the
18 sentence are at or below the statutory maximum specified above and
19 (b) the Court imposes a term of imprisonment within or above the
20 range corresponding to an offense level of 28 and the criminal
21 history category calculated by the Court, the USAO gives up its right
22 to appeal any portion of the sentence, with the exception that the
23 USAO reserves the right to appeal the amount of restitution ordered
24 if that amount is less than \$6,463.

25 RESULT OF WITHDRAWAL OF GUILTY PLEA

26 29. Defendant agrees that if, after entering guilty pleas
27 pursuant to this agreement, defendant seeks to withdraw and succeeds
28 in withdrawing defendant's guilty pleas on any basis other than a

1 claim and finding that entry into this plea agreement was
2 involuntary, then (a) the USAO will be relieved of all of its
3 obligations under this agreement; and (b) should the USAO choose to
4 pursue any charge that was either dismissed or not filed as a result
5 of this agreement, then (i) any applicable statute of limitations
6 will be tolled between the date of defendant's signing of this
7 agreement and the filing commencing any such action; and
8 (ii) defendant waives and gives up all defenses based on the statute
9 of limitations, any claim of pre-indictment delay, or any speedy
10 trial claim with respect to any such action, except to the extent
11 that such defenses existed as of the date of defendant's signing this
12 agreement.

13 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

14 30. Defendant agrees that if any count of conviction is
15 vacated, reversed, or set aside, the USAO may: (a) ask the Court to
16 resentence defendant on any remaining counts of conviction, with both
17 the USAO and defendant being released from any stipulations regarding
18 sentencing contained in this agreement, (b) ask the Court to void the
19 entire plea agreement and vacate defendant's guilty pleas on any
20 remaining counts of conviction, with both the USAO and defendant
21 being released from all their obligations under this agreement, or
22 (c) leave defendant's remaining convictions, sentence, and plea
23 agreement intact. Defendant agrees that the choice among these three
24 options rests in the exclusive discretion of the USAO.

25 EFFECTIVE DATE OF AGREEMENT

26 31. This agreement is effective upon signature and execution of
27 all required certifications by defendant, defendant's counsel, and an
28 Assistant United States Attorney.

BREACH OF AGREEMENT

32. Defendant agrees that if defendant, at any time after the signature of this agreement and execution of all required certifications by defendant, defendant's counsel, and an Assistant United States Attorney, knowingly violates or fails to perform any of defendant's obligations under this agreement ("a breach"), the USAO may declare this agreement breached. All of defendant's obligations are material, a single breach of this agreement is sufficient for the USAO to declare a breach, and defendant shall not be deemed to have cured a breach without the express agreement of the USAO in writing. If the USAO declares this agreement breached, and the Court finds such a breach to have occurred, then: (a) if defendant has previously entered guilty pleas pursuant to this agreement, defendant will not be able to withdraw the guilty pleas, and (b) the USAO will be relieved of all its obligations under this agreement.

33. Following the Court's finding of a knowing breach of this agreement by defendant, should the USAO choose to pursue any charge that was either dismissed or not filed as a result of this agreement, then:

a. Defendant agrees that any applicable statute of limitations is tolled between the date of defendant's signing of this agreement and the filing commencing any such action.

b. Defendant waives and gives up all defenses based on the statute of limitations, any claim of pre-indictment delay, or any speedy trial claim with respect to any such action, except to the extent that such defenses existed as of the date of defendant's signing this agreement.

1 c. Defendant agrees that: (i) any statements made by
2 defendant, under oath, at the guilty plea hearing (if such a hearing
3 occurred prior to the breach); (ii) the agreed to factual basis
4 statement in this agreement; and (iii) any evidence derived from such
5 statements, shall be admissible against defendant in any such action
6 against defendant, and defendant waives and gives up any claim under
7 the United States Constitution, any statute, Rule 410 of the Federal
8 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
9 Procedure, or any other federal rule, that the statements or any
10 evidence derived from the statements should be suppressed or are
11 inadmissible.

12 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

13 OFFICE NOT PARTIES

14 34. Defendant understands that the Court and the United States
15 Probation and Pretrial Services Office are not parties to this
16 agreement and need not accept any of the USAO's sentencing
17 recommendations or the parties' agreements to facts or sentencing
18 factors.

19 35. Defendant understands that both defendant and the USAO are
20 free to: (a) supplement the facts by supplying relevant information
21 to the United States Probation and Pretrial Services Office and the
22 Court, (b) correct any and all factual misstatements relating to the
23 Court's Sentencing Guidelines calculations and determination of
24 sentence, and (c) argue on appeal and collateral review that the
25 Court's Sentencing Guidelines calculations and the sentence it
26 chooses to impose are not error, although each party agrees to
27 maintain its view that the calculations in paragraph 20 are
28 consistent with the facts of this case. While this paragraph permits

1 both the USAO and defendant to submit full and complete factual
2 information to the United States Probation and Pretrial Services
3 Office and the Court, even if that factual information may be viewed
4 as inconsistent with the facts agreed to in this agreement, this
5 paragraph does not affect defendant's and the USAO's obligations not
6 to contest the facts agreed to in this agreement.

7 36. Defendant understands that even if the Court ignores any
8 sentencing recommendation, finds facts or reaches conclusions
9 different from those agreed to, and/or imposes any sentence up to the
10 maximum established by statute, defendant cannot, for that reason,
11 withdraw defendant's guilty pleas, and defendant will remain bound to
12 fulfill all defendant's obligations under this agreement. Defendant
13 understands that no one -- not the prosecutor, defendant's attorney,
14 or the Court -- can make a binding prediction or promise regarding
15 the sentence defendant will receive, except that it will be within
16 the statutory maximum.

17 NO ADDITIONAL AGREEMENTS

18 37. Defendant understands that, except as set forth herein,
19 there are no promises, understandings, or agreements between the USAO
20 and defendant or defendant's attorney, and that no additional
21 promise, understanding, or agreement may be entered into unless in a
22 writing signed by all parties or on the record in court.

23 //

24 //

25 //

26 //

27 //

28 //

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

38. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF
CALIFORNIA

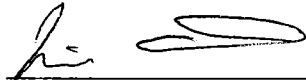
NICOLA T. HANNA
United States Attorney

/s/ Julia S. Choe

11/12/2019

JULIA S. CHOE
Assistant United States Attorney

Date



TIMOTHY DALTON VAUGHN
Defendant

11-7-19
Date



CHRISTY O'CONNOR
Attorney for Defendant
TIMOTHY DALTON VAUGHN

11/7/19
Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or


1 representations of any kind have been made to me other than those
 2 contained in this agreement. No one has threatened or forced me in
 3 any way to enter into this agreement. I am satisfied with the
 4 representation of my attorney in this matter, and I am pleading
 5 guilty because I am guilty of the charges and wish to take advantage
 6 of the promises set forth in this agreement, and not for any other
 7 reason.

8 
 9 TIMOTHY DALTON VAUGHN
 10 Defendant

11-7-19
 11 Date

12 CERTIFICATION OF DEFENDANT'S ATTORNEY

13 I am TIMOTHY DALTON VAUGHN's attorney. I have carefully and
 14 thoroughly discussed every part of this agreement with my client.
 15 Further, I have fully advised my client of his rights, of possible
 16 pretrial motions that might be filed, of possible defenses that might
 17 be asserted either prior to or at trial, of the sentencing factors
 18 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines
 19 provisions, and of the consequences of entering into this agreement.
 20 To my knowledge: no promises, inducements, or representations of any
 21 kind have been made to my client other than those contained in this
 22 agreement; no one has threatened or forced my client in any way to
 23 enter into this agreement; my client's decision to enter into this
 24 agreement is an informed and voluntary one; and the factual basis set
 25 forth in this agreement is sufficient to support my client's entry of
 26 guilty pleas pursuant to this agreement.

27 
 28 CHRISTY O'CONNOR
 Attorney for Defendant
 TIMOTHY DALTON VAUGHN

11/7/19
 Date